

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BEMCY, LLP,

Plaintiff,

v.

GILEAD SCIENCES, INC.,

Defendant.

CIVIL ACTION

NO. 21-3734

ORDER

AND NOW, this 26th day of January, 2022, upon consideration of Defendant Gilead Sciences, Inc.'s Motion to Dismiss (ECF Nos. 11, 14) and Plaintiff BEMCY LLP's Response in Opposition thereto (ECF No. 12), **IT IS HEREBY ORDERED:**

1. Defendant's Motion to Dismiss Plaintiff's breach of contract claim is **DENIED**.
2. Defendant's Motion to Dismiss Plaintiff's fraud claim is **GRANTED**. Plaintiff's fraud claim regarding Defendant's statements at the signing of the contract is **DISMISSED WITHOUT PREJUDICE**. Any claim that relies on Defendant's statements after the execution of the agreement is **DISMISSED WITH PREJUDICE**.

BY THE COURT:

/s/ Wendy Beetlestone

WENDY BEETLESTONE, J.